



**PURCHASE ORDER TERMS AND CONDITIONS**  
**DATED: JANUARY 17, 2024**

1. **GENERAL:** This Purchase order, including any documents incorporated herein by reference, contains the entire agreement between the parties. The terms and conditions set forth on the PO as indicated by referencing the number of the T&C as listed on this form are the only terms and conditions applicable hereto. Any attempt by the Seller to supplement, modify, alter, revoke or amend these terms and conditions or any part of this PO shall not be effective unless specifically agreed to, by the Purchaser in writing.
  
2. **WARRANTY OF MATERIAL:** The Seller expressly warrants that all goods and services covered by this Purchase Order will conform to the Purchaser's instructions, specifications, drawings and data current as of date of this Purchase Order (unless otherwise specified in writing by the Purchaser), will be more merchantable, free from defective materials or workmanship and will be fit and sufficient for the intended purpose. Seller further warrants that the goods and services furnished under this Purchase Order shall conform to all representations, affirmations, promises, descriptions, samples or models which are a part of this Purchase Order. Seller agrees that these warranties shall survive acceptance of the goods and services. Seller further warrants that all services performed for or on behalf of the Purchaser will be performed in a competent, workmanlike manner, by employees or agents of the Seller who are experienced and skilled in their profession and in accordance with industry standards and shall be free from faults and defects. The warranties stated in this section are hereby extended to, and shall insure to the benefit of, Purchaser and Purchaser affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided here under may be sold or transferred. In the event of breach of warranty, the Purchaser shall be entitled to all rights and remedies available at law, including but not limited to credit, replacement or repair of defective goods at the Purchaser's option, cost of removal of the goods from any component, assembly or system into which the goods may have been incorporated, and reinstallation of non-defective goods, and cost of return of the goods. The Seller shall also reimburse the Purchaser for any incidental and consequential damages caused by such non-conforming goods including, but not limited to cost, expenses and losses incurred by the Purchaser: (a) in inspecting, sorting, repairing or replacing such goods; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions and (d) claims for personal injury or property damage. If Seller fails or refuses to correct or replace, the Purchaser may correct or replace with similar goods or services and charge the Seller for any cost to the Purchaser or make an equitable adjustment in the price of this Purchase Order. The Seller warrants that any unit prices charged herein do not exceed the unit prices charged by the Seller to other customers in substantially similar transactions. The Seller warrants that it shall notify the Purchaser if any work to be delivered pursuant to this purchase order will contain ozone depleting substances as defined in section 602(a) of the Clean Air Act (42 U.S.C. 7671a(a)). Seller also warrants that all product identification markings, i.e. lot numbers, will be clearly legible on every container of material. All materials shall be received subject to inspection and test. Rejected articles will be returned at Sellers expense and adjustments made either by credit or replacements at Purchaser's discretion.
  
3. **CHANGES:** The Purchaser shall have the right to make changes from time to time, subject to an equitable adjustment of the price. No modification of this order shall be binding upon Purchaser unless made by the Purchaser in writing.
  
4. **DELIVERIES:** Time and quantities are expressly made the essence of this order and the Purchaser reserves the right to terminate this order as to any and all articles if shipment is not made as required. Seller shall not be liable for delays due to causes beyond his/her control and without his/her fault.

5. **PURCHASER FURNISHED MATERIALS AND INFORMATION (AS9100D 8.4.3.a):** All designs, specifications, tools, patterns, technical data, drawings, work instructions or other information or materials supplied by the Purchaser to the seller for use in the manufacture of the articles contracted for herein shall remain the property of the purchaser and shall not be used in the production, manufacture or design of articles for any other purchaser, nor for the manufacture or production of larger quantities than those specified. Seller shall not disclose or make available any such information or materials to another party except with the express consent in writing of the Purchaser. At the termination of this contract such information or materials shall be returned or disposed of as the Purchaser shall direct.
6. **WARRANTY OF INTELLECTUAL PROPERTY:** By acceptance and in consideration of this order, the Seller warrants that the sale or use of any or all articles or materials delivered hereunder will not infringe any intellectual property rights that the Seller will, at his own expense, defend any action, suit or claim in which such an infringement is alleged; and that Seller will save Purchaser and/or its customers harmless from any loss, damage or liability of any nature arising from any claim of such infringement.
7. **PRICE:** The price to be paid for the articles or materials covered by this order shall in no event exceed the applicable maximum price, if any established by Government regulation and any provisions or condition of the order which is in violation of any such regulation shall be of no effect.
8. **COMPLIANCE WITH LAWS:** This Purchase Order, and acceptance thereof, shall be governed by and construed in accordance with the laws of the state of Connecticut. In the performance of the work hereunder, the seller shall comply at all times with all applicable State, Federal, and Local laws, rules and regulations. In accepting this order, Seller shall be deemed to represent that these goods will be or were purchased in compliance with all applicable requirements of section 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
9. **LABOR DISPUTES:** Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order, Seller will immediately give notice thereof to the Purchaser. Such notice shall include all relevant information with respect to such dispute including what steps are being taken to assure timely performance of this Purchase Order.
10. **GOVERNMENT CONTRACTS:** If this Purchase Order is a Government subcontract, any applicable provisions of Federal Statutes and regulations as are mandatory under Purchaser's contract shall be incorporated herein and become part of this PO.
11. **TERMINATION:** The Purchaser may terminate this order in whole or in part by notice in writing. Upon receipt of such notice or at the time specified therein, in any, the Seller shall incur no further costs of performance and shall terminate all orders and subcontracts given by Seller for performance. The Seller will then deliver, and the Purchaser will accept and pay for the Purchase Order price all articles completed and ready for delivery in final form and according to specifications. As to uncompleted articles, if the articles are for use by Purchaser in fulfilling a contract that is subject to termination, settlement shall be made on the basis of and by analogy to the procedure provided by Purchaser's contract; otherwise settlement shall be made on the basis of and by analogy to Government termination procedures. If a dispute shall arise as to any sum claimed by the Seller it shall be determined from an audit of the Seller's books by a Certified Public Accountant chosen by the seller and acceptable by the Purchaser.
12. **ASSIGNMENT:** This purchase order shall not be assigned by Seller without consent of the Purchaser.



17. **AGE CONTROL, PERISHABLE ITEMS:** Articles delivered under this order shall contain (1) Date of Manufacture (2) expiration date (3) batch or lot number. The remaining shelf life shall not be less than 80% of the total shelf life at time of delivery. In addition, materials purchased under this clause shall include a copy of the SDS describing use and precautions as applicable.
18. **IDENTIFICATION AND REVISION STATUS:** If applicable, specification identification and revisions will be noted on our purchase order, otherwise, the order will be processed to manufacturer designation.
19. **NON-CONFORMANCES (AS9100D 8.4.3.k):** Supplier must notify the Purchaser of non-conforming material/product or processes and get approval for their disposition from Purchaser prior to shipping.
20. **CHANGES PRODUCT/PROCESS (AS9100D 8.4.3.k):** Supplier must notify Purchaser of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain FMI approval.
21. **RIGHT OF ACCESS:** Supplier must grant right of access to the Purchaser, the Customer, and Authorities to all facilities involved in the order and to all applicable records.
22. **FLOWDOWN (AS9100D 8.4.3.k):** Supplier must flow down to sub-tier suppliers the applicable requirements, including Customer requirements, in the purchasing documents including key characteristics when required. Any changes within the sub-tier supplier supply chain must be communicated/approved by FMI.
23. **SUPPLIER RECORDS (AS9100D 8.4.3.k):** Records created or maintained by Suppliers will be kept a minimum of 10 years, unless indicated on the Purchase Order. The Supplier will notify when they are going to dispose of records that have reached the end of the retention period.
24. When Pratt & Whitney is the end user and LCS F-17 is requested on the Purchase Order, test reports (certification) and/or packing slips shall contain the statement that “Product has been controlled to P&W requirements for LCS per P&W MCL Manual Section F-17” or similar statement.
25. If applicable, PWA ASQR-01 applies to this Purchase Order. If applicable, S-1000 applies to this Purchase Order.
26. **INVOICE AND PAYMENT:** As compensation for services to be performed by the Seller, the Purchaser shall pay the Seller as set forth in this Purchase Order. The Purchaser shall have no liability for any other expenses or costs incurred by the Seller. Payment due date, including discount periods, shall be computed from the date of the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice. Payment shall be deemed to have been made on the date the Purchaser’s check is mailed or payment is otherwise tendered. The Seller shall promptly repay to Purchaser any amounts paid in excess of amounts due to the Seller.
27. **SHIPPING AND HANDLING:** Protect all product, along with special process surfaces, using protective handling and packaging procedures to prevent damage to product and its components per applicable specifications/work procedures, or process plans. The Seller shall assure that all packing and packaging shall comply with good commercial practice, pack the goods to prevent damage and deterioration and in accordance with any additional packaging requirement listed within the Purchase Order. Seller shall comply with carrier tariffs. The prices stated in the Purchase Order include all applicable federal, state and local taxes, duties and the cost of packaging the goods purchased in the manner listed under the packing, marking and shipping requirement of these terms. Unless otherwise specified in this Purchase Order, Purchaser may charge the Seller for damage to or deterioration of any goods resulting from improper packing or packaging. Unless this Purchase Order specifies otherwise, the Seller will ship the goods in accordance with the following instructions: (i) Shipments by the Seller or its subcontractors

must include packing sheets containing Purchaser's Purchase Order number, line item number, description and quantity of goods shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and non-hazardous materials must have separate packing sheets for the hazardous and non-hazardous materials. The Seller shall not include any hazardous substance in any packing material included with the goods. Items shipped on the same day will be consolidated on one bill of lading or air bill unless the Purchaser authorizes otherwise. The shipping documents will describe the material according to the applicable classification and/or tariff. The total number of shipping containers will be referenced on all shipping documents. Originals of all Government bills of lading will be surrendered to the origin carrier at the time of shipment. (ii) The Seller will label each shipping container with the Purchase Order number and the number that each carrier represents of the total number being shipped (e.g. box 1 of 2, box 2 of 2). (iii) The Purchaser will select the carrier and mode of transportation for all shipments where freight costs will be charged to the Purchaser. (iv) The Seller will include copies of documentation supporting prepaid freight charges (e.g. carrier invoices or UPS shipping log/manifest), if any, with its invoices. (v) If the Seller is unable to comply with the shipping instructions in this Purchase Order, the Seller will contact the Purchaser. Seller shall ensure the packing, labeling and shipping of all hazardous substances or dangerous materials conform with all applicable international, federal, state and local laws and regulations. No goods purchased, manufactured or otherwise acquired for use in the performance of or to be delivered under this Purchase Order shall be transported on vessels, aircraft or other carriers leased to or from, owned, operated, or controlled by any prohibited country identified in the International Traffic and Arms Regulations (ITAR), 22 CFR 126. No vessels, aircraft, or other carrier, while carrying any such goods shall make an en route stop in any prohibited country identified in the ITAR, 22 CFR 126. Seller shall insert the provisions of this paragraph in all subcontracts here under.

28. White out on product labels or certifications will be considered as a failure to meet contractual requirements.
29. If a Supplier fails to comply with the delivery or completion of the agreed schedule, then FMI Chemical has the right to invoice a penalty to the amount of 1% of the purchase price of the delayed order for each completed week the order is late. This will be limited to 10% of the total purchase price.
30. To ensure Supplier Quality Liability, FMI Chemical reserves the right to claim a minimum amount of 250 US Dollars for goods failing to meet the contractual agreements of the PO. This amount is to compensate FMI Chemical for its internal administration costs and is recovered without prejudice to any other "Rights and Remedies" that FMI Chemical may have by law and/or any other agreement and/or contract.
31. **INDEMNIFICATION**: To the extent that the Seller's agents, employees, or subcontractors enter upon premises occupied by or under the control of the Purchaser, or any of its customers, or suppliers, in the course of the performance of this Purchase Order, the Seller shall take all necessary precautions to prevent the occurrence of any injury (including causing death) of any persons, or of any damage to the property, arising out of acts or omissions of such agents, employees, or subcontractors; and, except to the extent that any such injury or damage is due directly and solely to the Purchaser's negligence, the Seller shall indemnify, defend, and hold the Purchaser, its officers, employees, and agents, harmless from any and all costs, losses, expense, damages, claims, suit, or any liability whatsoever, including attorney's fees, arising out of any act or omission of the Seller, its agents, employees, or subcontractors. The Seller Does hereby irrevocably indemnify and agree to defend any claim or litigation, or to pay or reimburse any judgment and all loss and expense costs (including reasonable attorney fees) resulting in any manner from injury to person or property caused in whole or in part by products supplied by the Seller that fails to conform to the specifications or that is otherwise defective in manufacture and/or in design.

32. **GRATUITIES/KICKBACKS:** The Seller agrees not to provide or offer any representative, officer, director or employee of the Purchaser, or any member of such persons family, any favors, gifts, gratuities, or favorable treatment for the purpose of securing this Purchase Order or any future business opportunities.
33. **DISPUTES:** Any dispute that arises under or related to this Purchase Order that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. pending final resolution of any dispute, The Seller shall proceed with performance of this Purchase Order according to the Purchaser's instructions so long as the Purchaser continues to pay amounts not in dispute.
34. **FORCE MAJEURE:** Neither party shall be liable for delays or defaults due to causes beyond its control and without its fault of negligence, provided that the Seller delivers written notice within (5) days of such event, setting for the cause of the anticipated delay whenever the Seller has reason to believe that performance will not be made as scheduled. Examples of these causes are acts of God or the public enemy, acts of the Government and either its sovereign or contractual capacity, fires, floods, instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. If the Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default shall be excused only if it arose out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the goods or services were not obtainable from other sources and sufficient time to meet the required delivery or performance schedule.

**AS9100D:2016 SUPPLEMENTAL REQUIREMENTS FOR EXTERNAL PROVIDERS:**

35. When required, Supplier will secure approval from Customer for products and services; procedures, processes, and equipment; and the release of products and services (AS9100D 8.4.3.b).
36. If required, Purchaser may require proof of qualifications of personnel (AS9100D 8.4.3.c).
37. The requirements for the external providers' interactions with the Purchaser are documented through this T&C (AS9100D 8.4.3.d).
38. The Purchaser reserves the right to monitor Suppliers' quality and on-time delivery performance in order to assess Supplier performance and risk (AS9100D 8.4.3.e).
39. The Purchaser and/or Customer, as required, shall have limited, escorted, prescheduled access to all facilities of the Supplier, for the purpose of verifying/validating compliance with the requirements of Purchase Orders (AS9100D 8.4.3.f).
40. The Supplier shall plan, implement, and control a process appropriate to the organization and its scope of work for those activities associated with the design and development of proprietary products. (AS9100D 8.4.3.g).
41. Suppliers must follow all Purchase Order instructions, including special requirements, critical items, and key characteristics as designated by the applicable controlling documents(s), in their order of precedence:
  - a. Purchase Order
  - b. Drawing referenced by the Purchase Order,
  - c. Specifications referenced by the Drawing (AS9100D 8.4.3.h).

42. **The Purchaser reserves the right to perform verification at the Supplier's facilities including, but not limited to, such activities as witnessing operations in progress, reviewing quality assurance documents and records and performing audits.**
  - a. **Upon request, Suppliers shall provide all quality information, documents and records as required (AS9100D 8.4.3.i).**
43. **The Purchaser reserves the right to designate requirements for first article reports, tests, inspections, and verification sampling, statistical techniques, and/or key characteristics (AS9100D 8.4.3.j).**
44. **All Suppliers are required to:**
  - a. **Maintain compliance to a Quality System standard and notify the Purchaser of changes to certification status. The Seller shall establish and maintain a Quality Control system to an industry recognized standard for the goods and services covered by this Purchase Order. The Seller shall permit the Purchaser access to review all procedures, practices, processes, and related documents to determine acceptability. The Seller shall have a responsibility to notify the Purchaser of any violation or deviation from the Seller's approved Quality Control system, and identify all goods provided to the Seller during the period that the deviation/violation occurred. Records of all Quality Control inspection work by the Seller shall be kept complete and available to the Purchaser and its customers during the performance of this Purchase Order and for such longer periods as maybe specified.**
  - b. **Ensure that Customer directed sources operate in accordance with approved specifications and standards as directed and controlled by the Customer in question. Any processor or Supplier requirements defined by the Purchaser's Customers will be stated on the Purchase Order as applicable.**
  - c. **Establish a process to prevent the use of counterfeit parts and their introduction into the supply chain. In the event that counterfeit parts are found and there is a possibility that they have been received by the Purchaser, the Supplier shall contact the Purchaser so that appropriate containment actions and reporting can be determined and implemented accordingly.**
  - d. **Provide test specimens for inspection/verification, investigation, or auditing, as required (AS9100D 8.4.3.k).**
45. **The Purchaser, their Customer, and regulatory authorities shall have limited, escorted, prescheduled access to the applicable areas of facilities and to applicable documented information, at any level of the supply chain (AS9100D 8.4.3.L).**
46. **Suppliers are required to have a Code of Business Conduct policy or similar statement for their employees, which conveys the importance of ethical behavior. Supplier personnel should be aware of their contribution to product conformity and product safety (AS9100D 8.4.3.m).**